

Persons refusing to submit, under the aforementioned circumstances, to a test which complies with the minimum procedural guidelines set forth below may be barred from the job site subject to the terms below.

Section 3.

An employee determined to be impaired from drugs on the job site, as a result of properly implemented medical tests described in this Agreement, will, on first occurrence, be offered the opportunity to enter a rehabilitation or counseling program from a list of local programs provided by the Union from which the employee may choose. If the employee enters such a program, his status as an employee will not be affected and he will be allowed continued access to the site under the conditions established by the program.

Section 4.

For purposes of this Agreement, being "impaired from illegal drugs" means the chemical tests results demonstrate on-site functional impairment in accordance with the consensus of the scientific community and at a metabolic levels accepted by the scientific community show or infer functional impairment.

Section 5.

The affected employee shall be advised of positive results by the employer's medical personnel and have the opportunity for explanation and discussion prior to the reporting of results to the Employer, if feasible. The affected employee shall have the right to have his/her sample independently retested by a laboratory of his/her choice at his/her expense. If the independent retest indicates that the specimen does not contain levels of substance in violation of the standards set forth herein, the employee shall be put back to work immediately with reimbursement of the tests, cost and full back pay and benefits.

Section 6.

Employees taking prescription medication which according to their physician has physical or medical side effects which could cause impairment on the job site should report the medication to the employer's authorized medical personnel for the site. This information shall remain strictly confidential between the employee and the medical personnel. The medical personnel shall in turn disclose any possible limitations on the employee's abilities to the Employer, who after conferring with the Union shall make reasonable accommodations for those limitations. The medical personnel shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical Services (adopted by the Board of Directors of AOMA on July 23, 1976) and to the AOMA Drug Screening in the Work Place Ethical Guidelines (adopted by the Board of Directors of AOMA on July 25, 1986).

Section 7.

Any information regarding the test results will be held in strictest confidence by the Employer. Neither the Employer nor any of its medical personnel, supervisors or other personnel shall disclose any information regarding the fact of testing or the results of testing of any employee to the Owner or to any other employer or employee.

Section 8.

The rules and requirements contained in this Agreement shall apply to management and supervisory personnel to the same extent as other employees.

Section 9.

No employee shall be required to sign any waiver limiting liability of employer, owner/client, testing lab or any person involved in the chain of custody of the specimen nor any consent abrogating any provision of this Agreement.

Section 10.

The Union is not responsible for ascertaining or monitoring the drug-free status of any employee or applicant for employment.

Section 11.

The employer shall provide training to all management, security and supervisory personnel who have responsibility for the oversight of employee activities or work performance, in the recognition of impairment from drugs and work place materials or substances that may cause physical harm or illness. Such training will include the observation, documentation and reporting skills necessary for compliance with this Policy, and procedures and methods for work place substance evaluations and analysis.

Section 12.

All employees, upon hire, shall receive instruction in, and a copy of the policies and rules applicable to their employment and work assignments prior to access to the project.

Section 13.

The Employer shall establish and implement a program that assures that all managers, supervisors and employees are instructed in any changes in the existing procedures and methods.

Section 14.

Subject to the restrictions on medical tests contained in the Agreement, bodily fluids such as blood and urine samples shall be handled in the following manner:

(a) Collection shall be by a physician or health care professional. Specimen containers shall be labeled with a number and the donor's signature and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses.

(b) The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee--and that of a Union representative if the employee chooses--and the employee shall initial the proper line on the log entry.

(c) The volume of such sample shall be such that sufficient amounts will remain for both confirmation tests and independent testing.

(d) Samples shall be stored in a scientifically acceptable manner.

(e) All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.

(f) Confirmation tests by an alternative scientific method must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for thirty (30) days—unless the employee or the Union requests an extension of time.

(g) Results shall be communicated in writing to the Employer's medical personnel within seventy-two (72) hours. The laboratory may only report drug concentrations if the appropriate test indicates that the specimen contains levels of substance(s) in violation of the standards established by this Agreement. Information on test results and the fact of testing shall be communicated only to those who must know the information in order to ensure safety and enforce the Agreement's rules. Copies of all documents—including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms—shall be delivered to the donor.

(h) On the day that the sample is taken, the Employer may send the employee home for the remainder of the day, but shall arrange transportation at its expense and not allow the employee to drive home.

APPENDIX "A"
JURISDICTION
AGREEMENT

Entered into between the United Brotherhood of Carpenters and Joiners of America and the Operative Plasterers and Cement Masons International Association of the United States and Canada, at the Headquarters of the first named organization, Carpenters Building, Indianapolis, June 13, 1944.

This Agreement, entered into by and between the United Brotherhood of Carpenters and Joiners of American and the Operative Plasterers and Cement Masons International Association of the United States and Canada in the matter of Jurisdiction to govern the fabrication and setting of screeds and forms used in connection with the placing and finishing of cement or concrete, shall be as follows:

1. The setting of screeds of lumber, metal or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2"x4"'s, or other plain pieces of material, when held in place by stakes and/or spreaders shall be done by Cement Masons, members of the O.P. & C.M.I.A.

A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk.

2. The fabricating of all screeds and stakes, for any purposes, and the construction and setting of all forms shall be done by carpenters, members of U.B. of C. & J. of A.

A form is a buildup section of wood, metal or composition board used for the purpose of molding concrete to a given line or shape.

3. Any bulkhead that is one single board in height and that has no key attached or which is not notched or fitted shall be set and braced is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete. Any bulkhead that must be notched or fitted, or which has a key attached, or which is over one board high, or any bulkhead that is not used as a screed, shall be fabricated and set by carpenters.

For the U.B. of C. & J. of A:

For the O.P. & C.M.I.A.:

M.A. Hutcheson,
First General Vice-President

John E. Rooney
General President

John R. Stevenson,
Second General Vice-President

John J. Hauck
First Vice-President

1. All concrete construction, including foremanship of same, such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, street and roads pavings, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the laying, spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements. All types of portland based, epoxy based, gypsum based or polymer based, etc. materials used on all types of new and restoration application. The operation and control of all types of Vacuum Mats used in drying of cement floors in preparing same for finish, the operation of power driven floats and troweling machines be that of the Cement Masons. Mastic flooring, whether laid free-handed as in precast forms on the job, otherwise known as asphalt or mastic tile, and all other types of resilient floor construction, using any color pigment when mixed covering, the finishing or washing of all concrete with cement in any other form mosaic and nail coat whether done by brush, broom, trowel, float or any other process including operation or machine for scoring floors, or any other purpose they may be used for in connection with the Cement Masons' Trade. The rodding, spreading and tamping of all concrete and the spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, and plastic materials 6" base or less shall be the work of the Cement Mason, all preparatory work on concrete construction to be finished, or rubbed, such as cutting of nails, wires, wall ties, etc. patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms. All glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete. The laying and finishing of Gypsum Material Roof. All dry packing, grouting and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, and so forth, that is set on concrete foundations. All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing and patching of same. The curing of finished concrete, wherever necessary, whether by water, chemical compounds or otherwise, shall be part of the jurisdiction. Darbying, trowel finishing of all types oxychloride and epoxy floors, walls, etc. shall be the work of the Cement Mason; including all types of oxychloride granolithic or terrazzo composition floors, hand grinding, machine grinding or shot blasting ; the preparation of all subfloor surfaces, bonding; the preparation and installation of ground or base courses, steps, and cove base. The purpose and intent of the six-inch base law will not be defeated. All magnesite composition installation work of the O.P. & C.M.I.A. shall be done under the supervision of a competent and qualified Cement Mason.

Section 1a. All types of maintenance and utility concrete work.

Section 1b. No Local Union shall be allowed to use any influence to change the original specification on any job where cement base is specified. Plasterers must assist the Cement Mason/Plasterer in every way so the intent and purpose of the six-inch base law will not be defeated.

Section 1c. Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plastedweld and any similar products, regardless of the tools used or methods of application, or color of materials used and regardless of the type of base these materials may be applied to.

Section 1d. All Epoxy injection and all types of Crack Sealing shall be the work of the Cement Mason.

Section 1e. The regulation of the size of the hand finishing trowel shall be a matter of local autonomy.

Section 1f. When Local Unions with Cement Mason/Plasterer members are negotiating agreements with their Employers, the regulations governing the use of troweling machines should be made part of their agreements.

Section 1g. No member of this Local Union, nor any member of any other Local Union of the O.P. & C.M.I.A. working in the jurisdiction of this Local Union, will be permitted to work upon any job where a floating machine or a troweling machine is being operated on any floor, sidewalk, loading dock or any other flat surface, no matter if cement, concrete or any other plastic material is being placed and finished, when such machine is used for the final operation, or when another Cement Mason, or Cement Masons, do not handfloat or handtrowel after each and every operation of such machine or machines. The operation of such machines shall be the work of Cement Masons.

PLASTERER JURISDICTION

Jurisdiction of Work

Local 592 shall have full and exclusive work jurisdiction over the plastering, cement masonry and shop industries. The work jurisdiction shall include, but no be limited to, the supervision and performance of the production, installation and maintenance of all ceilings, floors, walls and of all cement construction of every description, kind and character. Local 592 shall be composed of journeypersons, apprentices and any other type of worker employed on any kind of work allied to or connected in any manner with the plastering, cement masonry, and shop industries.

Section 2. The plasterer shall have jurisdiction over, but shall not be limited to:

(A) All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, also corner beads when stuck must be done by practical plasterers of the OP&CMIA. This includes the plastering and finishing with hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints, nailholes and bruises on wallboard, and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboard, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same.

All acoustic blocks when stuck with any plastic materials, regardless of thickness, shall be the work of the plasterer only. Also the sticking, nailing, and screwing

of all composition caps and ornaments. The preparing, scratching and browning of all ceilings and walls when finished with terrazzo, or tile shall be done by plasterers of this Association, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same must be done by members of the OP&CMIA who are practical plasterers. The preparation, installation, and repair of all interior and exterior insulation systems, and the fireproofing of all steel beams, columns, metal decks and vessels shall be the work of the plasterers.

(B) Local unions shall have autonomy governing the mixing of all materials but shall not deviate from manufacturers' standards or the specifications of the American Standards Association.

(C) All casting must be done by members of the OP&CMIA. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine, or any other method, is recognized as the work of the plasterer, except a base six inches or less. This does not include such patching and brushing, covered in Section 4 of this Article. No member of this Association shall be allowed to work to any corner beads that are put on beams, arches or groin ceilings unless same are stuck by the plasterer. This includes window heads and door heads.

(D) All cement plastering shall be supervised and executed by the plasterer on walls, over and above six (6) inch base.

(E) Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used, or method of application, color of materials used and regardless of the type of base these materials may be applied to.

(F) All casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone shall be the work of the members of the OP&CMIA.

(G) All mouldings run in place and all staff work, the making of templets and horsing of moulds in and or buildings must be made and produced by members to the OP&CMIA. All mortar boards must be raised at least eighteen (18) inches above the scaffold.

(H) Casting shall be permitted as follows:

(1) Domes that do not exceed two (2) feet in diameter may be cast.

(2) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.

- (3) Mouldings clustered with enrichment may be cast.
- (4) Cornices may be cast where and when it is not practical to run in place with a mould. This has reference principally to light troughs, etc. that require electrical wiring or reflectors inside, and this does not include block or similar mouldings that exceed six (6) feet in total length from mitre to mitre.
- (5) Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.
- (6) On an alteration where the work which would ordinarily be run cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to case such work with the consent of the Local Union.
- (7) All small spandrels or panels under two feet, small caps and other similar work may be cast.
- (8) All caps not exceeding two feet in diameter may be cast.
- (9) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
- (10) Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.

SKIM OR GLAZE COATING

- A. Taping and pointing of all joints, nailholes, and bruises on wallboard and/or drywall, regardless of the type of materials or tools used and all other wall and ceiling surfaces.
- B. The surface produced by the application of the same pointing material as used in the pointing and taping of the joints, regardless of the material used, to the entire wallboard and/or drywall surface for the purpose of producing a uniform surface compatible with the pointed and taped joints and the pointing and taping in connection therewith.
- C. The gauging and/or mixing of all materials used in the patching and plastering of joints and imperfections in the wallboard and/or drywall.

D. the gauging and/or mixing of the materials for the application of "skim coat" or "glaze coat" plastering or imitation acoustical finishes.

E. Plasterers of Local #592 shall perform all work listed above and all work or processes which represent technological change, replacement, modifications or substitution for the work described above.

**APPENDIX A
TERRITORY JURISDICTION**

PHILADELPHIA AREA

Philadelphia County
Bucks County
Chester County
Delaware County
Montgomery County

ALLENTOWN AREA

Lehigh County
Carbon County

READING AREA

Berks County

SCRANTON/WILKES-BARRE/WILLIAMSPORT

Lackawanna County
Luzerne County
Wyoming County
Susquehanna County
Bradford County
Sullivan County
Tioga County
Lycoming County
Union County

HARRISBURG AREA

Dauphin County
Lebanon County
Northumberland County
Montour County
Snyder County
Juniata County
Perry County
Cumberland County
Franklin County
Fulton County

YORK AREA

York County
Lancaster County
Adams County

DELAWARE

State of Delaware

CAMDEN, NJ AREA (699)

Camden County
Gloucester County
Salem County

MARYLAND

Elkton
Rising Sun
Sylmar

ATLANTIC CITY, NJ AREA (33)

Ocean County
Atlantic County
Cape May County
Cumberland County

TRENTON, NJ AREA (5)

Burlington County
Mercer County
Hunterdon County
Somerset County
Monmouth County
Middlesex County